

## TERMS AND CONDITIONS

### 1. About UCLan

- a. University of Central Lancashire (**UCLan**) is a Higher Education Corporation in England and Wales with its main address at Fylde Road, Preston, Lancashire PR1 2HE. Our Vat number is 677 3793 76.
- b. UCLan may amend these terms and conditions (**Terms**) from time to time. Every time you place a booking with UCLan, the Terms in force at the time of your order will apply to the contract between you and us.
- c. Where expressly stated, some of these Terms only apply to 'consumers'. For this purpose, 'consumer' means any individual delegate who is attending for purposes that are wholly or mainly outside that individual's trade, business, craft or profession

### 2. Registration and Contract

- a. Our delegate booking form (**Form**) will guide you through the steps you need to take to place an order with us to attend the meeting referred to on the Form (**Event**). Our order process allows you to check and amend any errors before submitting your form to us. Please take the time to read and check your Form at each stage of the order process. **By returning this form you are requesting a firm booking.**
- b. Please note that your booking acknowledgement will be automatically sent once the Form has been received. Formal joining instructions will be sent to you via email approximately two weeks before the start of the meeting, using email address supplied.
- c. Please note that your place at the meeting is subject to confirmation from UCLan in writing that your application is accepted. UCLan reserves the right in our absolute discretion to refuse your application to attend the meeting and only when UCLan confirms acceptance of your application in writing will a binding contract come into existence.
- d. All Forms must be received by the **17 May 2019** Bookings will be accepted and confirmed only when full payment or invoicing instructions have been received. Bookings will not be accepted unless they are made using the official online form.
- e. In the event UCLan do not accept your application we will refund any booking fee (**Fee**) you may have already paid to UCLan. Payment sent independently of this booking form must state details of the delegate and the meeting. If you do not receive a confirmation e-mail of your booking within two weeks of the meeting, please contact the Events Team.

### 3. Your Obligations:

By submitting the Form to us for attending the Event you agree that:

- a. If you are not a consumer, you have authority to bind the business on whose behalf you submit the Form;
- b. You are at least 18 years old;
- c. You will comply with all health and safety regulations and other premises rules expressly brought to your attention at the Event;
- d. You must not behave in an abusive, threatening, anti-social or intoxicated manner at the event or carry any offensive, illegal or prohibited substances or materials (failure to comply with this obligation may result in you being refused admission or ejected from the Event);
- e. You will not make any audio or visual recordings of or during the Event without our prior written consent (failure to comply with this obligation may result in you being refused admission or ejected from the Event);
- f. UCLan or its authorised licensees may record, film or photograph the Event and the resulting materials may contain your image and/or voice. If you object to this please raise your concerns to UCLan in advance of the Event; and

### 4. Fee and Payment

- a. The Fee will be as quoted on the Form and as noted on our website at the time you submit it to us. Payment of the Fee is in advance at the time you submit your Form.
- b. Prices for attending our events may change from time to time, but changes will not affect any order you have already placed.
- c. You can only pay the Fee using a debit card or credit card through our Worldpay page at [www.uclan.ac.uk/conferences](http://www.uclan.ac.uk/conferences) by cheque payable to 'University of Central Lancashire' or for

UK delegates, (if we have agreed) by return payment of invoice issued by us. We accept most major cards.

#### 5. Cancellation Policy

- a. **Cooling-Off Period:** If you are a 'consumer' (i.e. attending the Event for purposes wholly or mainly outside your profession, trade or business) you have a legal right to change your mind within 14 days after the day we email you to confirm we accept your booking. UCLan will reimburse any Fees you have already paid using the same means of payment as you used. To exercise the right to cancel in this period, you must inform UCLan of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form provided [on our website] or otherwise contact our Conferencing and Event team. Please note that if the Event takes place prior to expiry of the cooling off period you cannot change your mind once it is finished, even if the period is still running. This right does not apply to delegates who are not consumers for the purpose of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013,
- b. **No Cooling Off Period of After It Has Expired:** Any cancellations received by UCLan up to and including **17 May 2019** will be given a refund less 10% administration charge. **For cancellations received after this date, a refund will not be given. Cancellations must be made in writing to [ConferenceandEvents@uclan.ac.uk](mailto:ConferenceandEvents@uclan.ac.uk)** Verbal cancellations will not be accepted. Please note you do not have a statutory right to cancel your contract with us under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (regulation 28(1)(h)).

**Cancellation, Rescheduling or Material Alteration by UCLan:** Occasionally, an Event is cancelled, rescheduled or materially altered for a variety of reasons, for example, if the speaker is unable to attend on late notice or if there is an incident at the premises. If an Event is cancelled (and not rescheduled), you will be offered a full refund of the Fee. If an Event is rescheduled or materially altered, you will be offered a place at the rescheduled or altered event (subject to availability) or a full refund of the Fee. Any refund will be paid by the same method of payment you used to pay the Fee.

6. **Substitutions Policy** – You must not allow your booking for attendance at the Event to be sold or transferred to any third party without our prior permission. Requests for named substitutions (**subject to our right of refusal**) are accepted up to **3 June 2019** and should be made in writing to [ConferenceandEvents@uclan.ac.uk](mailto:ConferenceandEvents@uclan.ac.uk) Verbal substitutions will not be accepted. Packages cannot be shared under any circumstances.

#### 7. Liability

- a. Nothing in these Terms limits or excludes UCLan's liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be lawfully excluded.
- b. IF you are NOT a consumer, then subject to clause 7.a:
  - i. UCLan will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; or any other indirect or consequential loss; and
  - ii. Subject to clause 7.a, UCLan's total liability to you in respect of all losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fee of the Products].
- c. If you ARE a consumer then, subject to clause 7.a, if UCLan fails to comply with these Terms, UCLan is responsible only for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- d. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 8. Events Outside UCLan's Control

- a. UCLan will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by an event outside our reasonable

control (for example, industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks).

- b. If such an event occurs that affects the performance of our obligations under these Terms UCLan will contact you as soon as reasonably possible to notify you and you may cancel this contract.

**9. Data Protection - UCLan will use the personal information you provide to administer and organise the meeting at which you have requested a place. UCLan will only use the details on your booking form to inform you about future events we organise, if you have indicated this on the form.**

**10.** UCLan complies with the GDPR whenever it processes data. To see how we comply with the GDPR please read UCLan's Data Protection Policy at [www.uclan.ac.uk](http://www.uclan.ac.uk).

**11. General -**

- a. If any provision of these Conditions is found to be invalid or unenforceable, the remainder shall not be affected. Any waiver by us of any breach by you is not a waiver of any other or subsequent breach. These Conditions and the contract between us do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.
- b. UCLan may transfer its rights and obligations under this contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you if this happens. You may only transfer your rights or your obligations under these Terms to another person if UCLan agrees in writing.
- c. This contract is between you and UCLan. No other person shall have any rights to enforce any of its terms
- d. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**12. English Law –** These Conditions and the contract between us are subject to English law and the exclusive jurisdiction of the English courts. If you live outside of England or Wales you may have legal rights to pursue proceedings in your local jurisdiction and should seek further independent advice.